

Entered: August 13th, 2020

Signed: August 12th, 2020

SO ORDERED

Nancy V. Alquist
 NANCY V. ALQUIST
 U. S. BANKRUPTCY JUDGE

**IN THE UNITED STATES BANKRUPTCY COURT
 FOR THE DISTRICT OF MARYLAND
 BALTIMORE DIVISION**

In re:

GLORIA C. JACK,**CHAPTER 13****DEBTOR.****CASE NO. 19-26666**

**SPECIALIZED LOAN SERVICING LLC, AS SERVICING
 AGENT FOR HSBC BANK USA, NATIONAL ASSOCIATION
 AS TRUSTEE FOR DEUTSCHE ALT-A SECURITIES, INC.,
 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES
 2007-BAR1,**

MOVANT,**vs.**

**GLORIA C. JACK
 and REBECCA A. HERR, TRUSTEE,**

RESPONDENTS.

CONSENT ORDER GRANTING MODIFICATION OF STAY

The Motion of the Movant, Specialized Loan Servicing LLC, as servicing agent for HSBC Bank USA, National Association as Trustee for Deutsche Alt-A Securities, Inc., Mortgage Pass-Through Certificates, Series 2007-BAR1, its assignees and/or successors in interest, to amend the Automatic Stay having been properly served, and upon agreement by Counsel,

It appears that Debtor is in possession of a certain real property located at **3215 Dorchester Road, Baltimore, MD 21215**, encumbered by a Deed of Trust dated November 27, 2006, recorded among the Land Records of the city/county of Baltimore, Maryland

Upon consideration of the foregoing, it is **ORDERED**:

1. Debtor will resume making all future regular monthly installment payments in the amount of \$1,410.48, pending further notice from the mortgage company, as they become due commencing September 1, 2020.
2. Debtor will cure any arrearage currently due to the Movant for the months of April 1, 2020 through August 1, 2020, in the total amount of \$4,901.84, which arrears were calculated as follows:

Number of	From	To	Monthly Payment	Total Payments
-----------	------	----	-----------------	----------------

Payments			Amount	
5	4/1/2020	8/1/2020	\$1,410.48	\$7,052.40
Less credit for post-petition payment received on 6/9/2020				(\$1,600.00)
Less post-petition partial payments (suspense balance):				(\$550.56)
Total Post-Petition Payments:				\$4,901.84

- a. The arrearage amount set forth herein is contingent upon the sufficient clearing of any previously applied post-petition funds.
- b. Payment due on or before August 15, 2020 in the amount of \$544.64.
- c. Payment due on or before the 15th of each month starting September 15, 2020 through April 15, 2021 in the amount of \$544.65.
- d. All future payments made pursuant to the terms of this Consent Order should be forwarded to the following address until further notice:

Specialized Loan Servicing LLC
P. O. Box 636007
Littleton, CO 80163

ORDERED that in the event that any payment to be made by the Debtor as set forth hereinabove is not received by Specialized Loan Servicing LLC, as servicing agent for HSBC Bank USA, National Association as Trustee for Deutsche Alt-A Securities, Inc., Mortgage Pass-Through Certificates, Series 2007-BAR1 as provided herein, then Specialized Loan Servicing LLC, as servicing agent for HSBC Bank USA, National Association as Trustee for Deutsche Alt-A Securities, Inc., Mortgage Pass-Through Certificates, Series 2007-BAR1 may serve a written Notice of Default to the Debtor requiring cure of said default within a fourteen (14) day period after the mailing of the above written notice. Cure shall consist of payment of the missed payments, any late charge accrued on such missed payments, attorney's fees and costs for providing the notice, and any other payments becoming due under the terms of this Consent Order between the date of the Notice of Default and before the actual tender of the curing payment. Only two (2) such cure opportunity is allowed by this Consent Order and any subsequent default shall be deemed incurable.

ORDERED that any Notice of Default shall be filed with the court and mailed, by first class mail, postage prepaid, and addressed to Debtor and Counsel for the Debtor as follows:

Gloria C. Jack
2524 East Baltimore Street
Baltimore, MD 21224

Jeffrey M. Sirody
1777 Reisterstown Road
Suite 360 E
Baltimore, MD 21208

If the Debtor wishes to contest the Notice of Default or for the Court to consider their views on the Notice of Default, a Response must be filed with the Court within fourteen (14) days of the filing of the Notice of Default.

ORDERED that failure to cure in a timely manner or a breach for which cure is not permitted shall be evidenced by a Declaration of Default. Upon the filing of such Declaration, and without further order of this Court, the Automatic Stay imposed pursuant to 11 U.S.C. Section 362(a) shall be lifted as to Movant, to permit enforcement of the provisions of the Deed of Trust with respect to the Subject Property, including but not limited to foreclosure pursuant to any power of sale. In the event of a foreclosure, if the Debtor fails to voluntarily vacate the premises, Movant or any purchaser at said foreclosure sale may proceed with all remedies available in state court.

If the Debtor files an objection to the Notice of Default, and/or the Court sets the matter for hearing, the Automatic Stay shall remain in effect until a ruling is issued by the Court resolving the matter. At the hearing, the Court may terminate the stay or take other action appropriate to the circumstances.

3. Until the automatic stay is terminated, Movant may not refuse to accept or apply payments tendered by the Debtor, even if such payments are late or in the incorrect amount.
4. The automatic stay is modified to permit the Noteholder or servicing agent to send the Debtor any payment coupons, payment statements or invoices, notices of late payment, notices of payment changes, notices of servicing transfers, or any other notice, other than a notice of acceleration or demand for payment of the entire balance, normally sent to customers in the ordinary course of business, but otherwise such stay shall remain in full force and effect until further order of the court.
5. Should the Debtor default pursuant to the terms contained herein, unless otherwise ordered by this Court, Movant shall be entitled to reasonable attorney's fees in an amount not to exceed \$0.00 for the issuance of a Notice of Default, and additional attorney's fees, not to exceed \$0.00, for issuance of a Declaration of Default and filing of a Notice of Intent.
6. In the event of a default which results in the granting of relief, the Chapter 13 Trustee will be relieved of any and all obligation to remit payment incident to the arrearages set forth in the Proof of Claim filed by the Movant.
7. If the case shall be converted from a Chapter 13 to a Chapter 7, the Automatic Stay as to Specialized Loan Servicing LLC, as servicing agent for HSBC Bank USA, National Association as Trustee for Deutsche Alt-A Securities, Inc., Mortgage Pass-Through Certificates, Series 2007-BAR1 shall be lifted effective the date of conversion without further order of this Court.
8. Nothing contained herein shall be deemed or construed to waive, reduce or otherwise prejudice any rights of Specialized Loan Servicing LLC, as servicing agent for HSBC Bank USA, National Association as Trustee for Deutsche Alt-A Securities, Inc., Mortgage Pass-Through Certificates, Series 2007-BAR1 with respect to the above-referenced Note and Deed of Trust.

Approved as to Form and Content

By: **/s/ Nisha R. Patel**

Nisha R. Patel, Bar No. 20997

Samuel I. White, P.C.

1804 Staples Mill Road

Suite 200

Richmond, VA 23230

Tel: (804) 290-4290

Fax: (804) 290-4298

npatel@siwpc.com

Counsel for Specialized Loan Servicing
LLC, as servicing agent for HSBC
Bank USA, National Association as
Trustee for Deutsche Alt-A Securities,
Inc., Mortgage Pass-Through
Certificates, Series 2007-BAR1

Seen and Agreed:

/s/ Jeffrey M. Sirody

Jeffrey M. Sirody
Counsel for Debtor
1777 Reisterstown Road
Suite 360 E
Baltimore, MD 21208
19-26666

I hereby certify that the terms of the copy of the Consent Order submitted to the Court are identical to those set forth in the original Consent Order; and the signatures represented by the /S/ on the copy of the Consent Order submitted to the Court reference the signatures of consenting parties obtained on the original Consent Order.

By: **/s/ Nisha R. Patel**

Nisha R. Patel, Esquire
Samuel I. White, P.C.

SERVICE LIST

Gloria C. Jack
2524 East Baltimore Street
Baltimore, MD 21224

Debtor

Jeffrey M. Sirody
1777 Reisterstown Road
Suite 360 E
Baltimore, MD 21208

Counsel for Debtor

Rebecca A. Herr
185 Admiral Cochrane Dr.
Suite 240
Annapolis, MD 21401

Chapter 13 Trustee

Specialized Loan Servicing LLC, as servicing
agent for HSBC Bank USA, National
Association as Trustee for Deutsche Alt-A
Securities, Inc., Mortgage Pass-Through
Certificates, Series 2007-BAR1
8742 Lucent Boulevard
Suite 300
Highlands Ranch, CO 80129

Movant

Nisha R. Patel
1804 Staples Mill Road
Suite 200
Richmond, VA 23230

Counsel for Movant

END OF ORDER